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the Liquidation of Bernard L. Madoff
Investment Securities LLC and the Estate
of Bernard L. Madoff*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

ONESCO INTERNATIONAL, LTD., IMPACT
DESIGNS LIMITED, TELFORD LIMITED,
GARY ALBERT, Individually and his capacity as
shareholder of IMPACT DESIGNS LIMITED,
ROBIN GEOFFREY SWAFFIELD, and KEN
LITVAK,

Defendants.

Adv. Pro. No. 10-04966 (SMB)

**STIPULATION AND ORDER DISMISSING WITHOUT
PREJUDICE DEFENDANT ROBIN GEOFFREY SWAFFIELD**

WHEREAS, on December 2, 2010, Irving H. Picard (the “Trustee”), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC (“BLMIS”) under the Securities Investor Protection Act, 15 U.S.C. § 78aaa *et seq.* (“SIPA”), and the substantively consolidated estate of Bernard L. Madoff (“Madoff”) individually, commenced the above-captioned adversary proceeding (the “Adversary Proceeding”) against Onesco International, Ltd. (“Onesco”), Impact Designs Limited, Telford Limited, Gary Albert, Robin Geoffrey Swaffield, and Ken Litvak (the “Onesco Action”); and

WHEREAS, on December 14, 2011 the Trustee filed an amended complaint in the Onesco Action; and

WHEREAS, the Trustee alleged that the defendants received certain avoidable transfers from BLMIS, among other claims; and

WHEREAS, defendant Robin Geoffrey Swaffield represents that he served as a director, and was a shareholder, of Onesco; and

WHEREAS, Robin Geoffrey Swaffield represents that he was a nominee shareholder of Impact Designs Limited; and

WHEREAS, Robin Geoffrey Swaffield represents that neither he nor his company, Swaffield & Co. Limited, received any transfers emanating from BLMIS in connection with his roles as director and/or shareholder of Onesco; and

WHEREAS, Robin Geoffrey Swaffield represents that neither he nor his company, Swaffield & Co. Limited, received transfers emanating from BLMIS in connection with his role as nominee shareholder of Impact Designs Limited;

IT IS THEREFORE MUTUALLY AGREED AND STIPULATED, by and between the Trustee and defendant Robin Geoffrey Swaffield as follows:

1. The representations in the foregoing “whereas” clauses shall be deemed material to this stipulation and agreement (this “Agreement”).

2. Defendant Robin Geoffrey Swaffield hereby affirms that (a) all representations made by him are true and correct under penalty of perjury, and (b) the Trustee has relied upon these representations in exercising his discretion to dismiss defendant Robin Geoffrey Swaffield from the Adversary Proceeding.

3. Defendant Robin Geoffrey Swaffield hereby agrees that, to the extent it is subsequently determined that defendant Robin Geoffrey Swaffield deliberately or intentionally made materially false and/or misleading representations, or any court determines that defendant Robin Geoffrey Swaffield is a necessary party to the Onesco Action or to perfect and/or enforce any of the Trustee’s claims in connection with the Onesco Action, (a) the Trustee shall have the right to reinstitute the Adversary Proceeding against defendant Robin Geoffrey Swaffield and/or pursue other remedies available to him, and (b) defendant Robin Geoffrey Swaffield agrees that this Stipulation and Order shall act to toll any applicable statutes of limitation with respect to the Trustee’s commencement of any such claims and notwithstanding section 546(a) of the Bankruptcy Code, defendant Robin Geoffrey Swaffield hereby agrees to waive any statute of limitations defense in any such actions or claims commenced by Trustee.

4. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) and Fed. R. Bankr. P. 7041, the Trustee and defendant Robin Geoffrey Swaffield hereby stipulate that, except as set forth in paragraph 3 hereof, the Trustee’s claims against defendant Robin Geoffrey Swaffield in the Onesco Action are dismissed without prejudice.

5. Defendant Robin Geoffrey Swaffield further stipulates that he will not seek to challenge the validity and enforceability of this Agreement or its provisions, in whole or part, on jurisdictional or any other grounds in this or any other proceeding.

6. Upon the dismissal of defendant Robin Geoffrey Swaffield, the caption of the Onesco Action is hereby amended to delete Robin Geoffrey Swaffield from the caption. The amended caption shall appear as indicated in Exhibit A to this stipulation.

7. This Agreement may be signed by the parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this stipulation shall be deemed an original.

8. Defendant Robin Geoffrey Swaffield has reviewed and discussed this Agreement with counsel.

(Remainder of page intentionally left blank.)

Dated: New York, New York
November 30, 2015

IRVING H. PICARD, TRUSTEE FOR THE
LIQUIDATION OF BERNARD L. MADOFF
INVESTMENT SECURITIES LLC AND
BERNARD L. MADOFF

ROBIN GEOFFREY SWAFFIELD

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*Attorneys for Defendant Robin Geoffrey
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SO ORDERED:

Date: December 1st, 2015

By: /s/ STUART M. BERNSTEIN

**HON. STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE**